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ROBLOX CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE,

Plaintiff,

V.

ROBLOX CORPORATION,

Defendant.

CASE NO.: 3:21-cv-03943-WHO

DEFENDANT ROBLOX CORPORATION'S ANSWER TO PLAINTIFF JANE DOE'S FIRST AMENDED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Judge: Hon. William H. Orrick

1 Defendant Roblox Corporation (“Roblox”) hereby answers the First Amended Class Action
2 Complaint (“Complaint”).

3 To the extent the Paragraphs of the Complaint (“Paragraphs”) are grouped under headings
4 and subheadings, Roblox responds generally that such headings and subheadings (some of which
5 are repeated below for reference only and which do not constitute admissions) state legal
6 conclusions and pejorative inferences to which no response is required. To the extent a response is
7 necessary, Roblox denies each and every heading and subheading in the Complaint and incorporates
8 by reference this response in each Paragraph below as if fully set forth herein.

9 Further, Roblox objects that, rather than a short and plain statement of Plaintiff’s allegations
10 and claims required by Fed. R. Civ. P. 8, the Complaint is an overlong narrative with lengthy
11 paragraph after lengthy paragraph of advocacy. The complex rhetoric and built-in assumptions in
12 the Complaint make straightforward responses often impossible.

13 Except as expressly admitted herein, Roblox denies any and all allegations as set forth in
14 the Complaint. Roblox expressly reserves the right to amend and/or supplement its Answer as may
15 be necessary. Roblox further answers the numbered Paragraphs in the Complaint as follows:

16 NATURE OF THE ACTION

17 1. Roblox admits that it is one of the largest and fastest growing gaming platforms in
18 the world, designed to bring users together in a virtual universe, or “metaverse”; that users create
19 games and experiences, which may then be populated by user-created avatars; that users play
20 games, explore universes, and access items made by other users in a virtual marketplace; that it
21 derives revenue when users purchase “Robux” which users can then use on the Roblox platform to
22 obtain access to digital items for their avatars to use in Roblox’s virtual universe. Roblox denies
23 the remaining allegations in Paragraph 1.

24 2. Roblox admits that its revenue jumped 68% in the first nine months of 2020, while
25 its userbase surged 82%, but its net loss attributable to common shareholders widened to \$203.2
26 million. Roblox lacks knowledge or information sufficient to form a belief about the truth of the
27 remaining allegations of Paragraph 2 and, on that basis, denies them.

28 3. Roblox denies the allegations in Paragraph 3.

1 4. Roblox denies the allegations in Paragraph 4.

2 5. Roblox denies the allegations in Paragraph 5.

3 6. Roblox denies the allegations in Paragraph 6.

4 7. Roblox denies the allegations in Paragraph 7.

5 8. Roblox admits that Robux in the United States are purchased with real dollars (i.e.,
6 the currency of the United States dollar). Roblox denies the remaining allegations in Paragraph 8.

7 9. Roblox denies the allegations in Paragraph 9.

8 10. Roblox denies the allegations in Paragraph 10.

9 11. Roblox admits that, before 2021, Robux were sometimes returned but not
10 automatically returned for moderated items; and that, in 2021, Roblox instituted an “automatic”
11 Robux return program for moderated items. Roblox denies the remaining allegations in Paragraph
12 11.

13 12. Roblox denies the allegations in Paragraph 12.

14 13. Paragraph 13 sets forth legal conclusions to which no response is required. To the
15 extent a response is required, Roblox denies the allegations in Paragraph 13.

16 **PARTIES**

17 14. Roblox lacks knowledge or information sufficient to form a belief about the truth of
18 the allegations of Paragraph 14 and, on that basis, denies them.

19 15. Roblox admits that it is a corporation existing under the laws of the State of
20 Delaware, with its principal place of business located at 970 Park Place, San Mateo, California
21 94403; and that it regularly conducts and transacts business in this District. Roblox denies the
22 remaining allegations in Paragraph 15.

23 **JURISDICTION AND VENUE**

24 16. Roblox admits that this Court would have subject matter jurisdiction under 28
25 U.S.C. 1332(d) if the requirements of Article III had been satisfied. But Roblox states that there is
26 no justiciable case or controversy under Article III of the U.S. Constitution because the claims are
27 not ripe and because the claims are moot.

17. Roblox admits that it transacts business in this State. Roblox denies the remaining allegations in Paragraph 17.

18. Roblox admits that it conducts business transactions in this District. Roblox denies the remaining allegations in Paragraph 18.

19. Roblox denies the allegations in Paragraph 19.

FACTUAL BACKGROUND

Roblox's Platform and Real-World Profiteering from its Child Userbase

20. Roblox admits that it was created in 2004; that it hosts an interactive “metaverse” that facilitates a “new category of human interaction”; and that this metaverse is a 3D digital world that is user generated, built by a community of millions of users. Roblox denies the remaining allegations in Paragraph 20.

21. Roblox admits that it is aware of the ages reported to Roblox by its userbase and that the first step of the account creation process, before a user chooses a username and password, requires that new users first enter their complete birthday. Roblox denies the remaining allegations in Paragraph 21.

22. Roblox denies the allegations in Paragraph 22.¹

23. Roblox denies the allegations in Paragraph 23.

24. Roblox admits the allegations in Paragraph 24.

25. Roblox admits that it sells “Robux” in various quantities. Roblox admits, for instance, players can currently purchase 400 Robux for \$4.99 or 10,000 Robux for \$99.99. Roblox admits that users receive additional promotional Robux if they subscribe and purchase Robux on a recurring basis every month. Roblox admits that users can also acquire Robux by redeeming a gift card or other such code. Roblox admits that the cost of items available in the Avatar Shop varies,

¹ To the extent Plaintiffs incorporate images and captions into his allegations, as he does here and elsewhere in the Complaint, Roblox states that such material fails to include sufficient identifying information and thus leaves Roblox without knowledge or information sufficient to form a belief about the truth of those images. On that basis, Roblox denies any allegations or assertions made by way of the images unless stated otherwise.

1 but certain premium items can cost more than 5,000 Robux. Roblox denies the remaining
2 allegations in Paragraph 25.

3 26. Roblox admits that transactions on Roblox (such as, for example, accessing items
4 on the Avatar Shop) are carried out with Robux. Roblox denies the remaining allegations in
5 Paragraph 26.

6 27. Roblox admits that it also receives a portion of the Robux traded in user-to-user
7 exchanges and that the amount of this fee has varied over time. Roblox denies the remaining
8 allegations in Paragraph 27.

9 28. Roblox admits that to offset some of the costs of hosting the platform, it charges
10 users to list items in the Avatar Shop in the form of “upload” or “selling” fees that are paid in
11 Robux. Roblox admits that, for a limited number of users who qualify, Robux earned (but not
12 purchased) on the Roblox Platform can be exchanged for real-world currency via the Developer
13 Exchange Program, or it can be maintained on the platform and used to reinvest in developer tools,
14 promotions, or other purchases on the platform. Roblox denies the remaining allegations in
15 Paragraph 28.

16 29. Roblox denies the allegations in Paragraph 29.

17 ***The Hidden Dangers Lurking in the Roblox Community***

18 30. Roblox admits that this paragraph contains statistics from a cited article. That article
19 (in its full form) speaks for itself, and Roblox lacks knowledge and information sufficient to form
20 a belief as to the truth of the contents of the article, and therefore denies any remaining in Paragraph
21 30.

22 31. Roblox denies the allegations in Paragraph 31, which the Court deemed irrelevant
23 to this action. *See* ECF No. 48 at 4 n.3.

24 32. Roblox denies the allegations in Paragraph 32, which the Court deemed irrelevant
25 to this action. *See* ECF No. 48 at 4 n.3

26 33. Roblox denies the allegations in Paragraph 33, which the Court deemed irrelevant
27 to this action. *See* ECF No. 48 at 4 n.3
28

34. Roblox denies the allegations in Paragraph 34, which the Court deemed irrelevant to this action. *See* ECF No. 48 at 4 n.3

The Roblox Content Deleting Scheme

35. Roblox admits that it allows users to access custom items for their Avatars through the Avatar Shop. Roblox admits that the main user interface displays a user’s customized character along with a link to “customize” the character and a “shop” where new items can be accessed. Roblox admits that the shop—or Avatar Shop—displays the Robux price for items and provides a link to “Buy Robux” if a user lacks enough Robux. Roblox denies the remaining allegations in Paragraph 35.

36. Roblox admits that users can offer other users access to items they created in the Avatar Shop and that items range in price from a few Robux up to several million Robux for certain items such as limited-edition items offered by Roblox itself. Roblox denies the remaining allegations in Paragraph 36.

37. Roblox denies the allegations in Paragraph 37.

38. Roblox denies the allegations in Paragraph 38.

39. Roblox denies the allegations in Paragraph 39.

40. Roblox denies the allegations in Paragraph 40.

41. Roblox denies the allegations in Paragraph 41.

42. Roblox denies the allegations in Paragraph 42.

43. Roblox denies the allegations in Paragraph 43.

44. Roblox denies the allegations in Paragraph 44.

45. Roblox admits that a Roblox user can add an item they like as a favorite by clicking on the “star” icon adjacent to the product in the Avatar Shop. Roblox denies the remaining allegations in Paragraph 45.

46. Roblox denies the allegations in Paragraph 46.

47. Roblox admits that this paragraph contains statistics from a cited website. That website (in its full form) speaks for itself, and Roblox lacks knowledge and information sufficient

1 to form a belief as to the truth of the contents of the website, and therefore denies any remaining
2 in Paragraph 47.

3 48. Roblox denies the allegations in Paragraph 48.

4 49. Roblox admits that it has created a process to return Robux for moderated items.
5 Roblox denies the remaining allegations in Paragraph 49.

6 PLAINTIFF JANE DOE'S EXPERIENCE

7 50. Roblox lacks knowledge or information sufficient to form a belief about the truth
8 of the allegations of Paragraph 50 and, on that basis, denies them.

9 51. Roblox lacks knowledge or information sufficient to form a belief about the truth
10 of the allegations of Paragraph 51 and, on that basis, denies them.

11 52. Roblox lacks knowledge or information sufficient to form a belief about the truth
12 of the allegations of Paragraph 52 and, on that basis, denies them.

13 53. Roblox lacks knowledge or information sufficient to form a belief about the truth
14 of the allegations of Paragraph 53 and, on that basis, denies them.

15 54. Roblox lacks knowledge or information sufficient to form a belief about the truth
16 of the allegations of Paragraph 54 and, on that basis, denies them.

17 55. Roblox lacks knowledge or information sufficient to form a belief about the truth
18 of the allegations of Paragraph 55 and, on that basis, denies them.

19 56. Roblox lacks knowledge or information sufficient to form a belief about the truth
20 of the allegations of Paragraph 56 and, on that basis, denies them.

21 57. Roblox lacks knowledge or information sufficient to form a belief about the truth
22 of the allegations of Paragraph 57 and, on that basis, denies them.

23 CLASS ALLEGATIONS

24 58. Paragraph 58 is a legal conclusion to which no response is required. To the extent
25 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
26 Complaint for class certification.

27 59. Paragraph 59 is a legal conclusion to which no response is required. To the extent
28 a response is required, Roblox denies that there are sufficient factual or legal predicates in the

1 Complaint for class certification.

2 60. Paragraph 60 is a legal conclusion to which no response is required. To the extent
3 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
4 Complaint for class certification.

5 61. Paragraph 61 is a legal conclusion to which no response is required. To the extent
6 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
7 Complaint for class certification.

8 62. Paragraph 62 is a legal conclusion to which no response is required. To the extent
9 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
10 Complaint for class certification.

11 63. Paragraph 63 is a legal conclusion to which no response is required. To the extent
12 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
13 Complaint for class certification.

14 64. Paragraph 64 is a legal conclusion to which no response is required. To the extent
15 a response is required, Roblox denies that there are sufficient factual or legal predicates in the
16 Complaint for class certification.

17 65. Paragraph 65 contains no allegations to admit or deny. To the extent
18 a response is required, Roblox denies the allegations in Paragraph 65.

19 **FIRST CAUSE OF ACTION**
20 **CALIFORNIA UNFAIR COMPETITION LAW,**
21 **CAL. BUS. & PROF. CODE § 17200, et seq.**
(On Behalf of Plaintiff and the Class and Subclass)

22 66. Roblox reiterates its responses to the preceding paragraphs of this Answer to
23 the Complaint as if fully set forth herein.

24 67. Paragraph 67 sets forth legal conclusions to which no response is required. To the
25 extent that a response is required, Roblox denies the allegations in Paragraph 67.

26 68. Paragraph 68 sets forth legal conclusions to which no response is required. To the
27 extent that a response is required, Roblox denies the allegations in Paragraph 68.

69. Paragraph 69 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 69.

70. Paragraph 70 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 70.

71. Paragraph 71 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 71.

72. Paragraph 72 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 72.

73. Paragraph 73 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 73.

74. Paragraph 74 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 74.

75. Paragraph 75 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 75.

76. Paragraph 76 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 76.

77. Paragraph 77 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 77.

SECOND CAUSE OF ACTION
Public Injunctive Relief for Violations of
California's Consumer Legal Remedies Act
(On Behalf of Plaintiff and the Class and Subclass)
(Cal. Civ. Code. § 1750 *et seq.*)

78. Roblox reiterates its responses to the preceding paragraphs of this Answer to the Complaint as if fully set forth herein.

79. Paragraph 79 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 79.

80. Paragraph 80 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 80.

1 81. Paragraph 81 sets forth legal conclusions to which no response is required. To the
2 extent that a response is required, Roblox denies the allegations in Paragraph 81.

3 82. Paragraph 82 sets forth legal conclusions to which no response is required. To the
4 extent that a response is required, Roblox denies the allegations in Paragraph 82.

5 83. Paragraph 83 sets forth legal conclusions to which no response is required. To the
6 extent that a response is required, Roblox denies the allegations in Paragraph 83.

7 84. Paragraph 84 sets forth legal conclusions to which no response is required. To the
8 extent that a response is required, Roblox denies the allegations in Paragraph 84.

9 85. Paragraph 85 sets forth legal conclusions to which no response is required. To the
10 extent that a response is required, Roblox denies the allegations in Paragraph 85.

11 86. Paragraph 86 sets forth legal conclusions to which no response is required. To the
12 extent that a response is required, Roblox denies the allegations in Paragraph 86.

13 87. Paragraph 87 sets forth legal conclusions to which no response is required. To the
14 extent that a response is required, Roblox denies the allegations in Paragraph 87.

15 88. Paragraph 88 sets forth legal conclusions to which no response is required. To the
16 extent that a response is required, Roblox denies the allegations in Paragraph 88.

17 89. Paragraph 89 sets forth legal conclusions to which no response is required. To the
18 extent that a response is required, Roblox denies the allegations in Paragraph 89.

19 90. Paragraph 90 sets forth legal conclusions to which no response is required. To the
20 extent that a response is required, Roblox denies the allegations in Paragraph 90.

21 **THIRD CAUSE OF ACTION**
22 **FRAUD**
23 **(On Behalf of Plaintiff and the Class and Subclass)**

24 91. Roblox reiterates its responses to the preceding paragraphs of this Answer to
25 the Complaint as if fully set forth herein.

26 92. Roblox denies the allegations in Paragraph 92.

27 93. Roblox denies the allegations in Paragraph 93.

28 94. Roblox denies the allegations in Paragraph 94.

1 95. Paragraph 95 sets forth legal conclusions to which no response is required. To the
2 extent that a response is required, Roblox denies the allegations in Paragraph 95.

3 96. Paragraph 96 sets forth legal conclusions to which no response is required. To the
4 extent that a response is required, Roblox denies the allegations in Paragraph 96.

5 97. Paragraph 97 sets forth legal conclusions to which no response is required. To the
6 extent that a response is required, Roblox denies the allegations in Paragraph 97.

7 **FOURTH CAUSE OF ACTION**
8 **CONVERSION**
9 **(On Behalf of Plaintiff and the Class and Subclass)**

10 98. Roblox reiterates its responses to the preceding paragraphs of this Answer to
the Complaint as if fully set forth herein.

11 99. Paragraph 99 sets forth legal conclusions to which no response is required. To the
12 extent that a response is required, Roblox denies the allegations in Paragraph 99.

13 100. Paragraph 100 sets forth legal conclusions to which no response is required. To the
14 extent that a response is required, Roblox denies the allegations in Paragraph 100.

15 101. Paragraph 101 sets forth legal conclusions to which no response is required. To the
16 extent that a response is required, Roblox denies the allegations in Paragraph 101.

17 102. Paragraph 102 sets forth legal conclusions to which no response is required. To the
18 extent that a response is required, Roblox denies the allegations in Paragraph 102.

19 **FIFTH CAUSE OF ACTION**
20 **UNJUST ENRICHMENT**
21 **(On Behalf of Plaintiff and the Class and Subclass)**

22 103. Roblox reiterates its responses to the preceding paragraphs of this Answer to
the Complaint as if fully set forth herein.

23 104. Paragraph 104 sets forth legal conclusions to which no response is required. To the
24 extent that a response is required, Roblox denies the allegations in Paragraph 104.

25 105. Paragraph 105 sets forth legal conclusions to which no response is required. To the
26 extent that a response is required, Roblox denies the allegations in Paragraph 105.

27 106. Paragraph 106 sets forth legal conclusions to which no response is required. To the
28 extent that a response is required, Roblox denies the allegations in Paragraph 106.

**SIXTH CAUSE OF ACTION
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(On Behalf of Plaintiff and the Class and Subclass)**

107. Roblox reiterates its responses to the preceding paragraphs of this Answer to the Complaint as if fully set forth herein.

108. Paragraph 108 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 108.

109. Paragraph 109 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 109.

110. Paragraph 110 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 110.

111. Roblox lacks knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 111 and, on that basis, denies them.

112. Paragraph 112 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 112.

113. Paragraph 113 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 113.

114. Paragraph 114 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 114.

115. Paragraph 115 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 115.

116. Paragraph 116 sets forth legal conclusions to which no response is required. To the extent that a response is required, Roblox denies the allegations in Paragraph 116.

PRAYER FOR RELIEF

This Section contains allegations that are legal conclusions to which no response is required. To the extent a response is required, Roblox denies that Plaintiff is entitled to the judgment and relief requested or to any other relief.

AFFIRMATIVE AND OTHER DEFENSES

Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, Roblox asserts the following affirmative and other defenses and does so on information and belief as to the actions of others. Roblox does not concede that it bears the burden of proof or persuasion on any of these defenses. Roblox reserves the right to assert additional defenses in the event that discovery or further investigation demonstrates that any such defense is appropriate or applicable.

**FIRST DEFENSE
(Mootness)**

Plaintiff's claims are barred in whole or in part by the doctrine of mootness. Her claims center on Roblox's alleged failure to return Robux for moderated items. But Roblox has already returned or agreed to return the Robux that Plaintiff spent on moderated items. As for the putative class, Roblox has agreed to do the same for all other users who did not violate its Terms of Use, has implemented an ongoing automated system to return Robux to all users for items moderated, and has promised to maintain this policy of refunding Robux for moderated items.

**SECOND DEFENSE
(Ripeness)**

Plaintiff's claims are barred in whole or in part by the doctrine of ripeness. Plaintiff and her parents agreed to Roblox's Terms of Use, a binding contract that requires Plaintiff to have provided pre-litigation notice of any dispute and engaged in certain pre-litigation dispute resolution activities. Plaintiff failed to provide the required notice or to engage in any pre-litigation dispute resolution activities. Without that, her claim is premature and not yet ripe for adjudication.

**THIRD DEFENSE
(Class-Action Waiver)**

Plaintiff's claims on behalf of a putative class are barred by Roblox's Terms of Use. Plaintiff and her parents agreed to those Terms, which constitute a binding contract with Roblox that includes a class-action waiver.

1 **FOURTH DEFENSE**
2 **(Arbitration Agreement)**

3 Plaintiff and her parents agreed to Roblox's Terms of Use, which bind them to an
4 arbitration agreement with Roblox for all of her monetary claims.

5 **FIFTH DEFENSE**
6 **(No Threat of Future Injury)**

7 Roblox has already changed its policies such that it will return Robux to Plaintiff and the
8 putative class for moderated items. In addition, because Plaintiff has refused to be bound by the
9 Roblox Terms of Use, Plaintiff is no longer authorized to access the Roblox platform and cannot
10 be injured by any future conduct by Roblox.

11 **SIXTH DEFENSE**
12 **(Section 230)**

13 Section 230(c) of the Communications Decency Act protects online operators like Roblox
14 from liability for editorial decisions they make concerning material posted on their services. 47
15 U.S.C. § 230(c). Because the Complaint seeks to hold Roblox liable for its decisions to publish
16 and then remove third-party, user-generated virtual content from Roblox, its claims are barred by
17 Section 230(c).

18 **SEVENTH DEFENSE**
19 **(Assumption of Risk)**

20 Plaintiff and her parents agreed to Roblox's Terms of Use, a binding contract that gave
21 Roblox the express right to do what was alleged in the Complaint and that expressly warned
22 Plaintiff and her parents that items obtained with Robux were subject to moderation without
23 refund. Plaintiff and her parents thus knew that items created by other users might be subject to
24 moderation by Roblox at any time for any reason.

25 **EIGHTH DEFENSE**
26 **(Waiver)**

27 Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff and her
28 parents agreed to a binding contract with Roblox that gave Roblox the express right to do what

1 was alleged in the Complaint and expressly warned Plaintiff and her parents that items obtained
2 with Robux were subject to moderation without refund. Plaintiff had items moderated in this way
3 in the past and continued to purchase items knowing they might be moderated without a return of
4 Robux.

5 **NINTH DEFENSE**
6 **(Estoppel)**

7 Plaintiffs' claims are barred in whole or in part by the doctrine of estoppel. Plaintiff and
8 her parents agreed to Roblox's Terms of Use, a binding contract that gave Roblox the express
9 right to do what was alleged in the Complaint and expressly warned Plaintiff and her parents that
10 items obtained with Robux were subject to moderation without refund. Plaintiff had items
11 moderated in this way in the past and continued to purchase items knowing they might be
12 moderated without a return of Robux.

13 **TENTH DEFENSE**
14 **(Laches)**

15 To the extent Plaintiff seeks recovery for items moderated beyond the statute of
16 limitations, those claims are barred.

17 **ELEVENTH DEFENSE**
18 **(Statute of Limitations)**

19 To the extent Plaintiff seeks recovery for items moderated beyond the statute of
20 limitations, those claims are barred. *See* Cal. Bus. & Prof. Code § 17208 (four-year statute of
21 limitations for UCL); Cal. Civ. Code § 1783 (three-year statute of limitations for CLRA); Cal.
22 Civ. Proc. Code § 338(c)(1) (three-year statute of limitations for conversion); Cal. Civ. Proc.
23 Code § 338(d) (three-year statute of limitations for fraud); Cal. Civ. Proc. Code § 337(a) (four-
24 year statute of limitations for breach of the covenant of good faith and faith dealing); Cal. Civ.
25 Proc. Code § 339(1) (two-year statute of limitations for unjust enrichment). Moreover, Roblox's
26 Terms of Use provide that any cause of action arising out of or related to Roblox's service must
27 commence within one year after the cause of action arises or it is permanently barred. *See* Roblox,
28

1 Terms of Use, <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>,
 2 § 19(a).

3 **TWELFTH DEFENSE**
 4 **(Limitation of Liability)**

5 Pursuant to Roblox's Terms of Use, Plaintiff and her parents agreed to a binding contract
 6 with Roblox that limits damages to \$1,000 and precludes liability for any indirect, incidental,
 7 special, consequential or punitive damages (including damages for loss of profits, goodwill, or
 8 any other intangible loss) arising out of or relating to user's access to or use of, or user's inability
 9 to access or use, the services or any materials or content on the services, whether based on
 10 warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or
 11 not Roblox has been informed of the possibility of damage.

12 **THIRTEENTH DEFENSE**
 13 **(Failure to Mitigate)**

14 Plaintiff's claims are barred in whole or in part because Plaintiff has failed to mitigate her
 15 damages, if any. If Plaintiff did not understand the Roblox Terms of Use that explained there
 16 would be no refunds for moderated items, she should have asked her parents to review them with
 17 her. In addition, Plaintiff experienced moderated items in the past and continued to purchase
 18 items knowing they might be moderated without a return of Robux.

19 **FOURTEENTH DEFENSE**
 20 **(Indemnity)**

21 Pursuant to Roblox's Terms of Use, Plaintiff and her parents agreed to be responsible for
 22 Plaintiff's use of the Roblox platform and to defend and indemnify Roblox from and against
 23 every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs,
 24 arising out of or in any way connected with Plaintiff's use of the Roblox platform.

25 **FIFTEENTH DEFENSE**
 26 **(Putative Class Members)**

27 Roblox alleges that this lawsuit cannot proceed as a class action. Should the Court
 28 determine otherwise, Roblox may have numerous affirmative defenses and counterclaims against

individual members of any alleged class, and accordingly, Roblox reserves the right to assert those affirmative defenses and counterclaims in a timely fashion.

PRAYER FOR RELIEF

WHEREFORE, Roblox respectfully requests the following relief:

1. A judgment in favor of Roblox denying Plaintiff all relief requested in her Complaint in this action and dismissing Plaintiff's Complaint with prejudice;
2. That Roblox be awarded its costs of suit, including reasonable attorneys' fees; and
3. That the Court award Roblox such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Roblox demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: June 14, 2022

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: /s/ Thomas R. Wakefield
Thomas R. Wakefield

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